

MINUTES OF MEETING OF BOARD OF PUBLIC WORKS OF JANUARY 24, 1928

The Board of Public Works met in the office of the Governor, Annapolis.  
Present:

Albert C. Ritchie, Governor.  
William S. Gordy, Jr., Comptroller.  
John M. Dennis, Treasurer.

The Governor stated the meeting of the Board had been called to discuss proposed contracts for work to be done at the Salisbury Normal School, as authorized by Chapter 345 of the Acts of 1927, providing for the General Construction Loan of 1927.

The following gentlemen were present in connection with the discussion:

John Hubner Rice, Assistant Attorney General.  
Albert S. Cook, State Superintendent of Education.  
Wilson L. Smith, Architect.  
James Posey, Mechanical Engineer.

The H. E. Crook Company had submitted the lowest estimate for heating and plumbing, and Kingsbury-Samuel Company had submitted the lowest estimate for electric wiring, in the new building

Upon the offer by the State to the two contractors named of contracts for their respective work, the contractors wrote letters in connection therewith requesting that the contracts include clauses concerning the labor to be used on the work, that is, as it relates to union and non-union mechanics. The letters are as follows:

Baltimore, Md. January 10, 1928

Mr. James Posey, Consulting Engineer,  
W. Franklin St., Baltimore, Md.

Dear Sir:

In connection with our proposal covering the heating and plumbing at the Salisbury State Normal School, and with reference to the clause to be inserted in the contract regarding the Non-Responsibility strike agreement, we would advise that we would like a clause along the following lines covering this item:

"It is understood that the party of the .....part only employs Union labor, and should the said party be unable to complete this contract by reason of a strike or the refusal of Union labor to work on the building, then in that event the only liability of the party of the .....part shall be the cancellation of this contract; and under the cancellation the said party shall be paid the actual cost of the labor and materials delivered to the building site, and - or incorporated therein-and the assuming by the party of the .....part of any orders for materials already placed plus an allowance for overhead of 15%.

It is further understood that the cost of the premium on the Surety Bond is to be included in this settlement.

The value of the above items to be determined upon by the Architect or Consulting Engineer in charge of the work."

Yours very truly,  
H. E. CROOK COMPANY, INC.  
Howard E. Crook, President.  
Baltimore, January 5th, 1928.

Mr. James Posey  
201 W. Franklin St., Balto., Md.

Salisbury Normal School.

Dear Sir:-

The following is the clause which we desire to become a part of the contract as per our conversation regarding non-responsibility for strike in the above headed matter:-

"It being expressly agreed, in the event of a strike being declared while the work herein specified is in progress, through no fault of said contractor, and said strike shall continue for a period of one week, then and in that event, said contractor shall have the right and option to discontinue said work, and in that event the Owner shall pay said contractor a sum equal to the cost of the labor and material theretofore installed, plus the cost of any special apparatus said contractor shall have purchased or ordered for the completion of this contract, plus an overhead of 20% and a profit of 10%, less any amount or amounts theretofore received on account from said Owner by said contractor, and upon receipt of such sum, all such work and special apparatus shall be the property of said owner."

Trusting the same will be satisfactory, we are, Yours truly,

KINGSBURY-SAMUEL ELECTRIC CO.

After discussing the matter, the Board unanimously decided the clauses were unsatisfactory to the State.

The Board requested Mr. Wilson L. Smith, architect, to confer with Frainie Brothers and Haigley, general contractors, and arrange with them to amend the general contract so that the plumbing, heating and electric wiring work would be part of the general contract, provided the additional cost to the State would not exceed the estimates of the H. E. Crook Company and the Kingsbury-Samuel Electric Company, plus 3% on the amounts of the estimates of the two firms. Mr. Wilson had previously stated he believed the arrangement could be made.

The following statement covering bids for work to be done at the Salisbury Normal School was submitted, and approved, with the heating, plumbing and electric wiring to be handled as outlined above:

SMITH AND MAY

Baltimore, Maryland  
January 24th, 1928

SUMMATION SHEET OF BIDS SALISBURY NORMAL SCHOOL, SALISBURY, MARYLAND

ADMINISTRATION BUILDING

Frainie Brothers and Haigley (General Contract)...	\$192,500.00
Kingsbury-Samuel Elec. Co. (Elec. Wiring).....	21,408.00
H. E. Crook Company (Heating & plumbing)...	52,816.00
Refrigerating equipment.....	1,425.00
Claude B. Hellmann (Elec. fixtures).....	2,347.44
	<u>\$270,496.44</u>
Architects' Fee.....	16,229.79
Allowed for travel.....	500.00
	<u>                    </u>
TOTAL.....	\$287,226.23

The Governor read a letter he had received from Mr. I. S. Field, of the Board of Managers of Montrose School for Girls, relative to a new building to be built at a cost of \$5,000.00. The building to replace the present old school building, the money to be borrowed from a bank and the loan to be repaid out of an appropriation which it was suggested the Governor include in the next budget or Construction Loan.

The Board decided it could not agree to the suggestion and that nothing could be done until the Legislature would appropriate money for the work.

There being no further business the meeting adjourned.

*Joseph C. Mcclusker*  
SECRETARY OF THE BOARD OF PUBLIC WORKS